



Nebraska Game and Parks Commission

2200 N. 33rd St. / P.O. Box 30370 / Lincoln, NE 68503-0370

Phone: 402-471-0641 / Fax: 402-471-5528 / www.outdoornebraska.org

AMENDMENT NO. 1

INTERLOCAL AGREEMENT BETWEEN THE NEBRASKA GAME AND PARKS COMMISSION AND THE CITY OF LINCOLN PARKS AND RECREATION DEPARTMENT (Regarding the Lincoln Archery Range at Boosalis Parks)

The undersigned parties mutually agree to amend the Interlocal Agreement dated March 3, 2006 between the City of Lincoln Parks and Recreation Department ("City") and the Nebraska Game and Parks Commission ("Commission") as follows:

Item 1. Duration

1. The City and Commission agree to extend the term of this agreement until March 1, 2031, unless sooner terminated or modified by mutual agreement of the parties. The term of this agreement may be extended for any further term or terms as the parties may from time to time mutually agree.

Item 5. Operation

- 5.1 The City will allow Commission to clear and remove debris from the north section of the property in a manner that will serve to make such an area available and suitable for public recreation and public access.
- 5.2 City will maintain authority to allow for general improvements and developments in Boosalis Park, consistent with the focus of the City and the public interest, at Commission's expense.
- 5.3 City will allow a large indoor complex, to include electrical, sewer and water, to be developed and funded by Commission and outside entities for range maintenance, Prairie Bowmen Club indoor use and possible public use on the south end of Boosalis Park, if and when funding is available.
- 5.4 City will also allow Commission to develop a small storage facility on the south end of Boosalis Park, to be utilized by Prairie Bowmen Archery Club for range maintenance and storage.
- 5.5 City will allow for reasonable access for foot traffic and vehicles to the archery range from 44th and Superior.

All other terms and conditions of this agreement remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this document by its duly authorized officer this 13 day of OCTOBER, 2007.

NEBRASKA GAME AND PARKS COMMISSION

BY: Rex Amack

Rex Amack, Director

CITY OF LINCOLN, NEBRASKA

BY: _____

Chris Beutler, Mayor

AGREEMENT

This Agreement, by and between Prairie Bowmen Archery Club, Lincoln Inc. (Club), City of Lincoln Parks and Recreation Department (City), and the Nebraska Game and Parks Commission (Commission) outlines the obligations and responsibilities regarding the Lincoln Public Archery Range located in Helen Boosalis Park in Lincoln, Nebraska.

Term

The terms of this Agreement shall be for a period of five years, commencing on the date of execution by all parties. All parties shall meet on a predetermined annual basis to discuss progress, needs and compliance. All terms of this agreement are subject to terms outlined in the Interlocal Agreement between the City of Lincoln and the Nebraska Game and Parks Commission dated March 3, 2006 and the Amendment dated _____, 2007.

GOALS:

The goals of the Nebraska Game and Parks Commission are to:

- Provide the general public with a clean, safe, and effective archery shooting range facility for the City of Lincoln
- Provide a public recreation facility that is compatible with the goals of the City of Lincoln Parks and Recreation Department
- Provide the Prairie Bowman Club with a useful archery range for member and tournament use as well as other uses as deemed appropriate by Commission and Lincoln Parks and Recreation

GENERAL GUIDELINES:

The Commission, City and Club mutually agree that the Lincoln Archery Range located in Helen Boosalis Park is in the best interest of all parties and that seasonal maintenance and general upkeep is important for public safety and range use. The Club agrees that they have the necessary resources to accommodate such maintenance (See Schedule) for said facility and further agrees to provide their services to maintain the facility as directed by Commission and City.

Archery Range Management

Commission intends to allow Club to oversee all general management of the Lincoln Archery Range, in cooperation with City. Club will be provided full authority to establish a reasonable number of club use dates annually, limiting public access on those dates. Club, within the guidelines set forth by the City and Commission, shall coordinate all club use dates, educational workshops, maintenance schedules, range use, shoot schedules, or other use, as well as determine when public access may be limited due to scheduled tournaments, club shoots, and maintenance workdays. When any structural

changes are needed, Club will contact Commission and City of Lincoln Parks and Recreation in writing to discuss such activities.

Maintenance Building

Commission intends to work with the City of Lincoln Parks and Recreation to allow Club to develop a storage facility restricted for use by Club and its members, to maintain the outdoor facility for the general public. Commission and City will work with Club to determine the most suitable location for such a structure. Elements such as building size, design, access, will be developed by Club and approved by City and Commission prior to development.

Indoor Facility

The City will also allow Commission and Club to develop an indoor range for use of the Club and general public. The design and location of any indoor range must be approved by the Mayor. The City shall not be responsible for any expense needed for daily operation of the facility. The facility shall be kept and maintained in accordance with the City and the Parks and Recreation Department maintenance standards. The Club and Commission shall, at its own expense, furnish all materials, supplies and assistance required in the operation of said facility including routine maintenance and repairs of the facility and for the payment of all utilities associated with the facility. The Club shall be responsible for all operations of the facility. The Club shall conduct and operate said facility strictly in compliance with laws, ordinances, rules and regulations of the City and the State of Nebraska, now and hereafter in effect during the term of this Agreement, in a manner wholly acceptable to the City. The Club shall keep the facility in a clean and safe condition and hereby further covenants and agrees that City shall be permitted to enter upon said facility at all reasonable times to examine the condition of the same.

Club may charge an admission charge to the general public for use of the indoor facility. Rate and price increases shall be subject to the prior written approval of the Parks and Recreation Director, anticipating that reasonable increases will be necessary periodically to maintain the quality of the facility and programs made available. A schedule of all rates and prices shall be kept posted at all times in a conspicuous place at the facility.

Club shall place a person or persons duly qualified to operate the facility, in charge of the facility at all times it is open for public use, provided however, that neither the Club, nor its agents or employees, shall be considered to be employees of the City.

Materials and Supplies

Commission agrees to reimburse Club for monies spent on maintenance and development supplies, provide that such activities are approved by City and Commission prior to development and that such funds are available for use. Any activities that warrant reimbursement will be agreed upon in writing prior to any work being done. Commission and City agree to provide such direction in a timely manner.

Damage

City assumes no responsibility for the property of the Club or Commission including no responsibility for loss from fire, theft, pilferage or malicious mischief.

Management Plan

Club will provide Commission with a management plan to include maintenance schedules, needed accessories and developments, timelines and a general description outlining how the Club will fulfill this agreement on an annual basis.

Indemnification

The Commission and Club further agree to indemnify, defend and save harmless the City from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees, arising out of or resulting from the use of the Archery Range or from the acts, errors or omissions of Commission and Club in the performance of this agreement. As used in this Section, references to Commission, Club and City shall include their respective employees, agents, officers and elected officials. This Section will not require the Commission and Club to indemnify or save harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City.

Insurance

The Club shall secure and maintain in full force and effect during the entire period of this Agreement, at its own expense, a policy of public liability insurance written by an insurance company authorized to do business in the State of Nebraska, with both City and Club as insureds thereunder, and providing them with bodily injury, personal injury and property damage liability insurance coverage, including products liability, for all operations of the Club, its representatives, conducted under or by virtue of the terms of this Agreement. Such insurance coverage shall, at a minimum, comply with the "Insurance Clause for All City Contracts", as may be amended throughout the length of this Agreement. Currently, such insurance coverage shall be in the minimum amounts of One Million Dollars (\$1,000,000) for the injury or death and for personal injury liability of any number of persons in any one accident or occurrence, and One Hundred Thousand Dollars (\$100,000) property damage arising out of any one accident or occurrence. Such policy of insurance shall provide that City does not waive any defense of governmental immunity and shall further provide that the Director of Parks and Recreation of the City shall receive thirty (30) days advance written notice in the event of cancellation or expiration without renewal of any such insurance during the period of this Agreement. In addition, such insurance shall provide protection for replacement from all risks covering all improvements constructed or installed by the Club. Further, the Club shall, if it employs any other person in the carrying out of the terms of this Agreement, carry, during the period of this Agreement, a policy of workers' compensation, including employer's liability, covering all employees. Such insurance protection shall also be at its expense. Certificates of insurance evidencing the foregoing policies of insurance shall be subject to the approval of the City Attorney of Lincoln.

Termination

City has the right to terminate this Agreement if the Club shall at any time be in default in the performance of any of the other covenants, terms, conditions or provisions of this Agreement and the Club shall fail to cure such default within thirty (30) days after written notice from City (or if such default cannot within reasonable diligence be cured within 30 days, then such longer period of time as may be reasonably necessary provided that Club shall use reasonable diligence in attempting to cure such default). Upon such termination, it shall be lawful for City to enter upon said premises, and again have, repossess and enjoy the same as though this Agreement had not been made. The Club shall in such case remove its property within sixty (60) days from the date by which it was to cure the default. Upon the expiration of this Agreement or its termination as herein provided, the parties agree that all improvements installed or built by Club or Commission shall become the property of the City.

Assignment

It is hereby stipulated and agreed by and between the Club, Commission and City that neither this Agreement nor the rights, privileges and authorities hereunder may be assigned or sublet, in whole or in part, without such assignment or subletting first receiving prior written approval of the City, which said prior written approval shall not be unreasonably withheld.

COMMISSION RESPONSIBILITIES:

1. Provide for development of all aspects of the Lincoln Archery Range, including targets, trails, parking lot, access point, gates, signs, etc.
2. Address public and Club concerns of improper use, vandalism, loitering, etc. on the Lincoln Archery Range and access points in a timely manner
3. Provide enhanced law enforcement of the area
4. Provide Club with necessary monies or materials needed for reimbursement of any maintenance outside of general maintenance, when funds are available

CLUB RESPONSIBILITIES:

1. Provide for general maintenance, as outlined in the Maintenance Schedule, for the Lincoln Archery Range
2. Provide for public access through roads, gates, etc.
3. Assist Commission with control of public access via gates and locks provided
4. Provide for non-general maintenance, as outlined in the Maintenance Schedule, for the Lincoln Archery Range

5. Notify Commission of damage, unsafe use or other problems associated with the Lincoln Archery Range
6. Coordinate club and public use, events, etc.

CITY RESPONSIBILITIES:

1. Make Helen Boosalis Park available for the continued use as a public archery range managed by Commission and Club.
2. Address requests for new developments in a timely manner.
3. Provide for snow removal of parking lot as needed and for special events.
4. Allow for reasonable enhancements and developments consistent with the use of the Lincoln Archery Range and all partners.
5. Provide one mowing event of the entire grassland area of Boosalis Park near July 1.
6. Provide assistance to the Club with clearing of tree debris and procurement of wood chips for trails.

ATTEST

Nebraska Game and Parks Commission

Prairie Bowmen Lincoln Archery Club

Signature

Signature

Title

Title

Date

Date

City of Lincoln Parks and Recreation Dept.

Signature

Title

Date

City of Lincoln Archery Range at Boosalis Park

Maintenance Schedule

General Maintenance

1. Mowing and trimming of all trails (trail edges one mower swath wide where possible), around all range structures (benches, target butts, bow holders) parking lot area, restroom and signs
 - a. Mowing and trimming shall maintain a visible mow line and not allow grass/weeds to exceed eight inches in height
2. Spraying of weeds along all trails, structures, parking lot, restroom, signs, etc.
3. Maintain travel and shooting access to all trails by removing weeds, debris, trees, branches, etc.
4. Keeping the grounds in a safe condition, including routinely inspecting the grounds for defects and holes and correcting the same.

Non-General Maintenance

1. Maintain all developed structure including woodchip trails, benches, bow holders, target butts, parking lot structure, etc. in acceptable working order
2. Maintain and replace target butt backstop materials when necessary
3. Provide structural and site improvements when necessary